



GENERAL SALES CONDITIONS

RESSORTS INDUSTRIELS SA (RISA)

1/ Applicability

The general sales conditions of **RESSORTS INDUSTRIELS SA (RISA)** are applied, except other expressly in written form agreements.

2/ Quotation

The offers are valid to the extent that the qualities, quantities and the dimensions are actually ordered. **RISA** is not committed by prices and delivery date mentioned in the offer. Any price increase or change of delivery time, justified by the circumstances, is expressly reserved.

3/ Confirmation of order

Only the confirmation of order which the customer must verify upon the receipt, constitutes evidence. The services which are not specified in the confirmation of order are invoiced on delivery. The modifications of order are accepted, but only before the start of manufacturing. By cancellation of order, the by **RISA** engaged costs, as studies, tests, raw materials, tools, templates, will be invoiced to the customer without any advance notice.

4/ Delivery

The delivery conforms strictly to the confirmation of order, except the quantity of pieces which can vary at the rate of $\pm 10\%$. Deliveries on call are admitted in a global order context or a master contract.

5/ Packing

In absence of expressly in written form specific instructions, **RISA** decides on the type of packing. **RISA** invoices the corresponding costs on delivery.

6/ Transfer of risks

The risks passed to the customer as soon as the goods are shipped.

7/ Storage

The risk of storage, even temporary, of the shipped goods are under the responsibility of the customer of **RISA**.
Incurred risk: shock, damage, pollution, oxidation, sudden change and extreme level of humidity and temperature conditions or any other risks modifying the mechanical properties of the product.

8/ Payment

The payment is made according to the conditions mentioned in the confirmation of order. If the customer does not comply with them, he shall be required to pay a rate interest of 5%. The goods remain property of **RISA** until full payment of the invoiced amount.

9/ Setting off

The customer has no right to set off his payments against any requirement not expressly in written form recognised by **RISA**.

10/ Claim

Any visible defect must be the subject of a notice in written form within thirty days of delivery, after this deadline the goods are considered to conform with the confirmation of order.

11/ Guarantee

The guarantee runs from the date of delivery. The guarantee is only limited to the replacement of goods recognised as faulty by **RISA** (shipping costs included; all other costs excluded). Any other entitlement particularly as an indemnity claim, are excluded. The guarantee ceases three months after the date of delivery.

12/ Responsibility

Outside the above guarantee terms, **RISA** accepts no other responsibility.

13/ Intellectual property

The drawings, projects and technical information, established by **RISA**, must not be reproduced or communicated to third parties. The tools and the templates, manufactured by **RISA**, remain property of **RISA**.

14/ Forum and applicable law

By placing an order, the customer accepts exclusively the court jurisdiction of the forum of Porrentruy. Any dispute resulting from the application of the interpretation of the present general conditions are to be judged according to the Swiss law. The French version of the present general sales conditions is authoritative.